Scott (N. S.) 927, 942, 943. It is said that as to the total loss by other causes, the plaintiff is his own insurer; and since he is considered to have paid the total loss to himself, he cannot recover for a partial loss. See *Lidgett* v. *Secretan* (1871) L. R. 6 C. P. 616, 625, 626. Had there been no Admiralty insurance, therefore, the defendant would have been under no liability to pay damages at the expiration of the policy. If, however, the plaintiff's contention be upheld in this case that perils of the sea caused him the pecuniary loss which he sustained, a power to change his contractual obligations with the defendant would be admitted to have arisen by virtue of the plaintiff's contract with the Admiralty. To allow that contention, then, would mean that the plaintiff was so empowered by making another contract with a third party entirely foreign to the first contract and not contemplated by it. Obviously, such is not the law and the House of Lords correctly overruled a decision based on that contention.

INSURANCE—OPEN POLICY—MEASURE OF DAMAGES.—The plaintiff's motor car was insured up to its full value. In the policy the plaintiff estimated the value of the car at £250, and premiums were paid on the basis of this estimate. There were several renewals on this basis. The car was destroyed, and the arbitrator found that at the time of destruction the car was worth £400. *Held,* if, at the time of the last renewal, the insured's valuation was correct, he was entitled to recover £400; if the insured had undervalued the car, he was entitled to recover only $250. The case was resubmitted to the arbitrator with these instrutions. *In re Wilson & Scottish Ins. Corp., Ltd.* [1920] 2 Ch. 28.

The instant case is correct in so far as it holds that an innocent misstatement of value does not avoid the policy. A material misrepresentation of fact even when innocently made renders an insurance policy voidable. *Providential Savings Life Assur. Soc.* v. *Whaynes* (Ky. 1906) 93 S. W. 1049; *Yager* v. *Guardian Assur. Co., Ltd.* (1912) 29 L. T. R. 53, 54; but see Anderson v. Fitzgerald (1853) 4 H. L. C. 483, 504, 508. But valuation is only a matter of opinion. *Home Ins. Co.* v. *Overturf* (1905) 35 Ind. App. 361, 74 N. E. 47; see *Wheaton* v. *Insurance Co.* (1888) 76 Cal. 415, 422, 18 Pac. 758; *contra, Bobbitt* v. *Liverpool Ins. Co.* (1872) 66 N. C. 70. Hence, in the absence of fraud a mistake in valuation does not avoid a policy. *Baker* v. *State Ins. Co.* (1897) 31 Ore. 41, 48 Pac. 699; *Miller* v. *Alliance Ins. Co.* (1881) 7 Fed. 649; *contra, Bobbitt* v. *Liverpool Ins. Co., supra.* The unusual provisions of the instant policy raises a problem as to the measure of damages. The contract afforded the insured the benefit of any enhancement in the value of the automobile subsequent to the issuance of the policy. But the court holds that any innocent undervaluation, however trivial, prevents the insured from recovering any part of such increase. Since such misstatements do not in general result in complete forfeitures, *Baker* v. *Insurance Co., supra,* there is no reason to effect a partial forfeiture beyond the extent necessary to avoid actual prejudice to the insurer. And so in the instant case, where the premium is based on the valuation stated, the insurer will be fully protected if he is relieved only to the extent of the undervaluation; *e. g.,* if the plaintiff undervalued £50, he should recover £400 less £50. *Cf. Singleton* v. *Prudential Ins. Co.* (1896) 11 App. Div. 403, 42 N. Y. Supp. 446; N. Y. Con. Laws (1909) c. 28 as amended by Laws 1911, c. 369 §101 (4). In the supposititious case of an overvaluation in a policy similar to that in the instant case, it is suggested that the insured could not get back the additional premiums paid, although his recovery in case of loss would be limited to the actual value. Though this solution upholds the literal terms of the contract, which is not done in the instant case, the results are consistent in that in each case the party responsible for the error suffers.